

**Bristol Boat Company and United Steelworkers of
America, AFL-CIO-CLC, Local Union 16031-
14. Case 1-CA-29732**

January 19, 1993

DECISION AND ORDER

BY MEMBERS DEVANEY, OVIATT, AND
RAUDABAUGH

Upon a charge filed by the Union on September 15, 1992, the General Counsel of the National Labor Relations Board issued a complaint against Bristol Boat Company, the Respondent, alleging that it has violated Section 8(a)(5) and (1) and Section 8(d) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent has failed to file an answer.

On December 17, 1992, the General Counsel filed a Motion for Summary Judgment. On December 18, 1992, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of service, "all the allegations in the complaint shall be considered to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that by letter dated November 19, 1992, the Regional attorney notified the Respondent that unless an answer was received by close of business November 27, 1992, a Motion for Summary Judgment would be filed. To date, no answer has been filed by the Respondent.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a Rhode Island corporation with an office and place of business in Bristol, Rhode Island, has, at all material times, been engaged in the sale, repair, and manufacture of yachts. During the calendar

year ending 1991, a representative period, the Respondent, in the course and conduct of its business operations, purchased and received at its Bristol facility products, goods, and materials valued in excess of \$50,000 directly from points outside the State of Rhode Island. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Since about 1970, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Respondent's employees in an appropriate bargaining unit, and has, since then, been recognized as such by the Respondent in successive collective-bargaining agreements, the most recent of which is effective from May 20, 1991, to May 20, 1994. At all times since about 1970, the Union, pursuant to Section 9(a) of the Act, has been and is, the exclusive collective-bargaining representative of the unit employees. The appropriate bargaining unit consists of:

All production and maintenance employees employed at Respondent's Bristol facility, including truck drivers, but excluding office and clerical employees and those positions which require use of the computer system, guards and supervisors as defined in the Act.

Sometime in August or September 1992, the Respondent, without the Union's consent, failed to continue in effect all the terms and conditions of the 1991-1994 agreement with the Union by failing to pay employee health insurance premiums, a mandatory subject of bargaining, as required by article XVI of that agreement, thereby causing cancellation of the health insurance. By engaging in such conduct, the Respondent has failed and refused and is failing and refusing to bargain in good faith with the Union within the meaning of Section 8(d) of the Act, and has violated Section 8(a)(5) and (1) of the Act, as alleged.

CONCLUSION OF LAW

By not continuing in effect all the terms and conditions of its 1991-1994 agreement with the Union by failing to pay employee health insurance premiums as required by article XVI of that agreement, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 8(d), and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. The Respondent shall be ordered to continue in effect all the terms and conditions of its 1991-1994 agreement with the Union, to reinstate the employees' health insurance and pay the employees' health insurance premiums as required by article XVI of its agreement with the Union, and to make whole unit employees for any expenses they may have incurred as a result of the Respondent's failure to pay the employee health insurance premiums since about August or September 1992, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), with interest thereon to be computed in accordance with *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

ORDER

The National Labor Relations Board orders that the Respondent, Bristol Boat Company, Bristol, Rhode Island, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to continue in effect all the terms and conditions of its 1991-1994 collective-bargaining agreement with United Steelworkers of America, AFL-CIO-CLC, Local Union 16031-14, which is the designated exclusive collective-bargaining representative of the Respondent's employees in an appropriate unit, by failing and refusing to pay employee health insurance premiums, as required by article XVI of the parties' agreement. The appropriate bargaining unit consists of:

All production and maintenance employees employed at Respondent's Bristol facility, including truck drivers, but excluding office and clerical employees and those positions which require use of the computer system, guards and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Continue in effect all the terms and conditions of its collective-bargaining agreement with the Union, reinstate health insurance coverage for unit employees, pay the employee health insurance premiums that were not made but should have been made in about August or September 1992, and make whole unit employees for any expenses they may have incurred as a result of the Respondent's refusal to make such health insur-

ance premium payments, with interest as set forth in the remedy section of this decision.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts due under the terms of this Order.

(c) Post at its facility in Bristol, Rhode Island, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to continue in effect all the terms and conditions of our collective-bargaining agreement with United Steelworkers of America, AFL-CIO-CLC, Local Union 16031-14, which is the designated exclusive bargaining representative of our employees in an appropriate unit, by refusing to pay employee health insurance premiums as required by article XVI of that agreement and allowing the health insurance to be cancelled. The appropriate bargaining unit consists of:

All production and maintenance employees employed at our Bristol facility, including truck drivers, but excluding office and clerical employees and those positions which require use of the computer system, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL continue in effect all the terms and conditions of our collective-bargaining agreement with the Union, WE WILL reinstate our employees' health insurance and pay the employee health insurance premiums as required by article XVI of that agreement, and WE WILL make whole unit employees for any expenses

they may have incurred as a result of our failure and refusal to make the health insurance premium payments since about August or September 1992, with interest.

BRISTOL BOAT COMPANY